

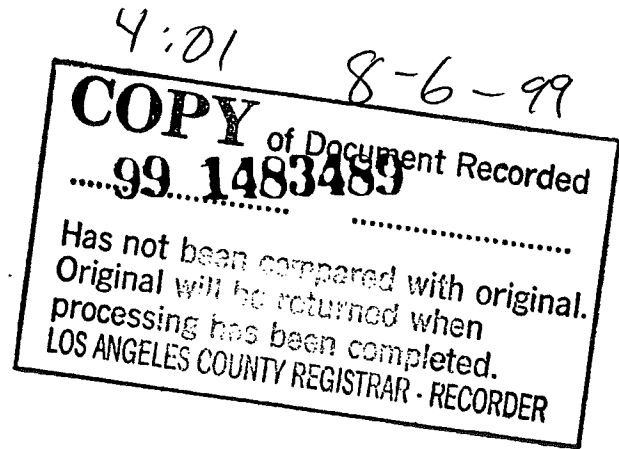
CHICAGO TITLE COMPANY

Order Escrow  
Number:209900044 Number:93023005

Submitted for recordation by and  
return to:

Guttenberg, Rapson & Colvin LLP  
101 Lucas Valley Road, Ste. 216  
San Rafael, CA 94903

Attention:  
Alan B. Guttenberg



SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**SIDE YARD AGREEMENT**

**WHEREAS**, Frito-Lay, Inc., a Delaware corporation, ("**Owner A**") is the owner of that certain real property located in Los Angeles, California, and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference ("**Parcel A**"); and

**WHEREAS**, Boeing Realty Corporation, a California corporation ("**Owner B**"), is the owner of that certain real property located in Los Angeles, California, and more particularly described in Exhibit "B" attached hereto and incorporated herein by this reference ("**Parcel B**"); and

**WHEREAS**, Parcel A and the Parcel B are contiguous legal parcels, which are hereinafter sometimes referred to as "**Parcel(s)**"; and

**WHEREAS**, Owner A and Owner B, respectively, on behalf of themselves and their respective successors and assigns, desire to coordinate and cooperate with regard to the development of Parcel A and Parcel B, respectively, for the mutual benefit of each such Parcel, and to that end desire to agree (on behalf of themselves and each and all future owner(s) and/or lessee(s) of all or any portion of or interest in the respective Parcel(s)) that no building improvements may be constructed within thirty (30) feet of the boundary line separating Parcel A and Parcel B, as more particularly described in Exhibit "C" attached hereto and incorporated herein by this reference ("**Side Yard Area**");

**NOW, THEREFORE**, Owner A and Owner B agree as follows:

**1. No Building(s) in Parcel B Side Yard Area.** Except as expressly permitted under Section 3 below, Owner B here covenants, represents and warrants, for the benefit of Parcel A, Owner A, and its successors and assigns, that Owner B, its successors and assigns, shall not construct any building improvements or structures

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(including without limitation covered parking) on Parcel B within that portion of the Side Yard Area located on Parcel B (that is, within thirty (30) feet of the boundary line separating Parcel A and Parcel B).

**2. No Building(s) in Parcel A Side Yard Area.** Except as expressly permitted under Section 3 below, Owner A here covenants, represents and warrants, for the benefit of Parcel B, Owner B, and its successors and assigns, that Owner A, its successors and assigns, shall not construct any building improvements or structures (including without limitation covered parking) on Parcel A within that portion of the Side Yard Area located on Parcel A (that is, within thirty (30) feet of the boundary line separating Parcel A and Parcel B).

**3. Permitted Side Yard Area Improvements.** The limitations set forth herein are not intended to impose other limitations on the construction on or under, or the use of, the Side Yard Areas, including without limitation uncovered and unenclosed parking, roadway, pedestrian walkway, sidewalk, walls, fences, yard lighting, landscaping improvements, subterranean utilities and/or conduits on the respective Side Yard Area owned by them.

**4. Nature of Covenants.** The covenant(s) of this Agreement are intended to benefit Parcel A and shall run with the land and be enforceable by Owner A, its successors and assigns, against Owner B, its heirs, representatives, successors and assigns, both as covenants running with the land and as equitable servitudes. Furthermore, the covenants of this Agreement are intended to benefit Parcel B and shall run with the land and be enforceable by Owner B, its successors and assigns, against Owner A, its successors and assigns, both as covenants running with the land and as equitable servitudes.

**5. No Public Dedication.** Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the subject Parcels to or for the general public or for any public purpose whatsoever. To the contrary, the covenants, equitable servitudes and rights herein granted are intended solely for the private use and benefit of Parcel A, Parcel B, Owner A, Owner B and their respective successors and assigns.

**6. Attorneys' Fees, Costs, Expenses.** In the event that any party to this Agreement should retain an attorney as a result of any dispute(s) arising out of or in any way connected with this Agreement (including without limitation any tort, contract or non-contract claims, disputes to enforce or interpret any provision of, or to declare any rights under, this Agreement, or otherwise), the prevailing party in any such dispute (whether by way of judgment, arbitration award, mediation, settlement, dismissal(s) of claims, or otherwise), shall be entitled to collect from the other party(ies) all of its fees and costs, including, without limitation, attorneys' fees, costs and expenses, incurred in connection with said dispute(s), whether or not suit is instituted and/or dismissed, and including without limitation any causes of action for injunctive and/or declaratory relief and/or any and all such fees and costs in connection with any appeal(s).

7. **Integration.** This Agreement is the sole, entire, integrated and complete agreement of the parties relating in any way to the building limits in the Side Yard Areas, and any and all prior and/or contemporaneous negotiations, communications and understandings are merged herein and are hereafter null and void to the extent not expressly set forth herein. No statements, promises or representations have been made by any of the parties or their counsel to any other of the parties or their counsel, or been relied upon, and no consideration has been or is offered, promised, expected or held out, other than as set forth in this Agreement. This Agreement may not be altered, amended or modified except by a writing which expressly refers to this Agreement and is signed by whichever of the parties is to be charged.

8. **Choice of Law.**

This Agreement is entered into and shall be construed, governed, interpreted and enforced in accordance with the laws of the State of California.

9. **Further Assurances.**

Each of the parties hereto shall make, execute and deliver such documents and agreements and shall undertake such other and further actions as may be reasonably necessary to carry out the intent of the parties hereto as expressed in this Agreement.

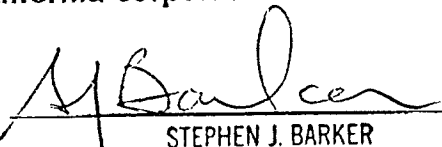
10. **Counterparts.** This Agreement may be executed in any number of counterparts, but all of which, taken together, shall constitute one and the same instrument. For recording purposes, any signature page of this Agreement may be detached from and added to any counterpart of this Agreement identical in form hereto.

11. **Exhibits.** All exhibits attached hereto are incorporated herein and made a part hereof.

DATED: 8/3, 1999

"OWNER B"

BOEING REALTY CORPORATION, a  
California corporation

By   
Its STEPHEN J. BARKER  
DIRECTOR-BUSINESS OPERATIONS

"OWNER A"

FRITO-LAY, INC., a Delaware  
corporation

By \_\_\_\_\_  
Its \_\_\_\_\_

7. **Integration.** This Agreement is the sole, entire, integrated and complete agreement of the parties relating in any way to the building limits in the Side Yard Areas, and any and all prior and/or contemporaneous negotiations, communications and understandings are merged herein and are hereafter null and void to the extent not expressly set forth herein. No statements, promises or representations have been made by any of the parties or their counsel to any other of the parties or their counsel, or been relied upon, and no consideration has been or is offered, promised, expected or held out, other than as set forth in this Agreement. This Agreement may not be altered, amended or modified except by a writing which expressly refers to this Agreement and is signed by whichever of the parties is to be charged.

8. **Choice of Law.**

This Agreement is entered into and shall be construed, governed, interpreted and enforced in accordance with the laws of the State of California.

9. **Further Assurances.**

Each of the parties hereto shall make, execute and deliver such documents and agreements and shall undertake such other and further actions as may be reasonably necessary to carry out the intent of the parties hereto as expressed in this Agreement.

10. **Counterparts.** This Agreement may be executed in any number of counterparts, but all of which, taken together, shall constitute one and the same instrument. For recording purposes, any signature page of this Agreement may be detached from and added to any counterpart of this Agreement identical in form hereto.

11. **Exhibits.** All exhibits attached hereto are incorporated herein and made a part hereof.

DATED: \_\_\_\_\_, 1999

"OWNER B"

BOEING REALTY CORPORATION, a  
California corporation

By \_\_\_\_\_

Its \_\_\_\_\_

"OWNER A"

FRITO-LAY, INC., a Delaware  
corporation

By 

Its — RICK CALAMARI  
VICE PRESIDENT ENGINEERING —

STATE OF ( Texas )  
) ss  
COUNTY OF Collin )

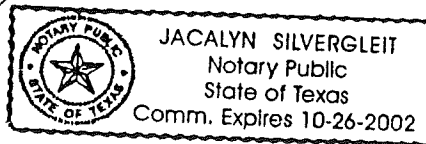
On \_\_\_\_\_, 1999, before me, Jacalyn Silvergleit,  
notary public, personally appeared Richard J. Calamari, personally know to me (or proved to me on  
the basis of satisfactory evidence) to be the person whose name is subscribed to the within  
instrument and acknowledged to me that he/she executed the same in his/her authorized capacity,  
and that by his/her signature on the instrument the person or the entity upon behalf of which the  
person acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

[Notarial Seal]

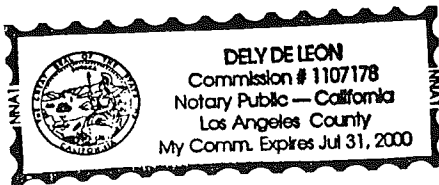
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State of California

County of Los Angeles

On August 3, 1999 before me, Dely De Leon, Notary Public, personally appeared Stephen J. Barker personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal

Dely De Leon

**EXHIBIT A**

CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA:

LOT 14 OF TRACT NO. 52172-02, IN THE CITY OF LOS ANGELES,  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN  
BOOK 1238, PAGES 17 TO 22, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE  
COUNTY RECORDER OF SAID COUNTY.

**EXHIBIT B**

CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA:

LOT 15 OF TRACT NO. 52172-02, IN THE CITY OF LOS ANGELES,  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN  
BOOK 1238, PAGES 17 TO 22, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE  
COUNTY RECORDER OF SAID COUNTY.